THE ARCHITECT'S PARTNER REPLIES FOR HIM.

fir. Benjamin Wistar Morris Tells of the the Trustees as Mr. La Farge Made

ner of C. Grant La Farge, the architect. date of his probable return and requested defence of Joseph B. Reichmann to the made public yesterday a long letter telling him as a matter of ordinary professional charge that while president of the Carwhat he knew about the controversy courtesy to refrain from any further nego of the Cathedral of St. John the Divine; which has resulted in the replacing of Mr.

Mr. Morris explains that he know his partner and the trustees except what Mr. La Farge told him from time to time. In his letter he says:

I disclaim any intention whatever to of trustees or the committee on the fabric of the cathedral, but in justice to them I feel that they should have the benefit of the statements herein contained, and that they may have the opportunity of more fully considering the proposed change in the architectural aspect of the cathedral.

After saying that he regrets all the printed in the public press either of a speculative or inaccurate nature that the work involved is of such a public and reached by any ordinary means.

Satholic character are reasons which I Mr Cram, as quoted in one of the papers.

work he says:

I have not seen the original contract which was made between the trustees of the cathedral and the firm of Heins & La Farge. but at the time Mr. La Farge suggested the formation of our partnership he told Morris, his partner, saying that he had me that the original contract was either sailed three days before for Europe." minated with the dissolution of the partnership of Heins & La Farge either by mutual agreement or by the death of either partner. Mr. Heins died in 1907 and shortly after in the same year another contract was made between the trustees and Mr. La Farge for the execution under his direction as days before for Europe. architect of certain work which was then well under way. With the exception of a few minor details the work to be performed

Nothing appears in this contract which implied the severance of relationship be- had very recently with prominent architween Mr. La Farge and the cathedral to me that the question as to his continuance was not touched upon at the time the con-tract was made, such action being left as a matter for future consideration; at least

The first difference of opinion between Mr. La Farge and certain of the church committee having charge of the building of the Cathedral appears to have been over the proposed use of reenforced concrete for the grea' arches of the transept Mr. La Farge opposed the idea of concrete. Mr. Morris says:

It was strongly urged upon him to arrange that the construction of these arches should be reenforced concrete. The art of that type of construction was at that time in its early stages, and the suggestion being carefully considered by Heins & La Farge reported upon by them adversely

They insisted upon the propriety and necessity of the use of stone for that portion of the work. When an independent inves that was referred back to the board was to the effect that while the construction of these arches in reenforced concrete would that it was undesirable, and that it would be better that the suggestion of the taken in order to preserve and maintain the integrity and honesty of construction. of course was not calculated to increase the harmonious relations of th architects with the gentlemen who had opposed them.

Five days after the dedication of the

that time, is a question which would appear to have received very full consideration at the time the firm of Heins & La Farge

were appointed architects of this building.
There was no lack of designs of the other type submitted in competition. such being the case, it would appear that funds of money and gifts of value received by the Cathedral were intended by the donors to spent in the erection of a building of certain well defined aspect and character

be spent in the erection of a building of a certain well defined aspect and character with which they were made familiar by the widest publicity.

There is an acknowledged desire to alter all this, the present committee hears in favor, so far as I am given to understand, of what may be called Anglician so the first estemants in line switch have made of the first estambed in the five lines will reply on Tuesday.

The strikers' committee came to a settlement so alter the five lines will reply on Tuesday.

The strikers' committee came to a settlement way is sentenced in its religious attitude not only to that hody but to that portion or faction of it which the architecture descreted of Mr. Cram would appear to typify.

The precedent that will be established by the proposed distingtion of the design of the Carbeiral design Mr. Cram would appear to typify.

The precedent that will be established by the proposed distingtion of the design of the shutding is not only to that hody but to that portion or faction of it which the architecture design of the Mr. Carbeiral design Mr. Cram would appear to typify.

The precedent that will be established by the proposed distingtion of the design of the carbeiral design Mr. Ca

LA FARGE AND THE CATHEDRAL sure that he cannot be blamed because ADVICE THAT REICHMANN GOT swerved therefrom by the personal taste

In conclusion Mr. La Farge's partner gives the chronology of the recent upheaval:

Mr. La Farge left New York on the eve Benjamin Wistar Morris Tells of the Relations Between Mr. La Farge and addressed to Mr. La Farge arrived and contained the information that he had been Them known to Him Before He Left, in negotiation with the trustees since Mr. Benjamin Wistar Morris, the part-fying him of Mr. La Farge's absence, the between Mr. La Farge and the trustees tiations with the trustees until Mr. La

Farge's return. nothing of the earlier relations between tees during his absence would appear to me to be an unprofessional proceeding and that his statement that his first proposition to the trustees provided explicitly for the association of Mr. La Farge with the cathedral work did not permit him tions whatever with them without first consulting with Mr. La Farge; that such was my idea of one of the cardinal principles of professional practice, and that it ap-peared to be so considered by such distinguished members of the profession as I

I pointed out that Mr. La Farge did not publicity the affair has received Mr. leave New York until after business hours Morris adds "that so much has been on May 31, and that between May 24 and the time of his departure there had been ample time to communicate with him, as he had

believe make it my duty to make a state-has stated that he "put the facts before the ment concerning some of the important National Chapter of the American Instifacts and the general situation as I under-in the profession. He said they all told Going back to the beginning of the him his position was unassailable, and he will accept the offer with the reservation Further he states that

Further. 'In reply a letter came from Mr. Further. "I have laid all these facts before well as several prominent architects. They

Regarding the alleged statement from ceedings. me, I would say that I did not advise Mr Cram that my partner had sailed three been gone six days. As to the statement by Mr. La Farge under this contract was prominent architects, who all told him he was justified, Mr. Cram must have forgot ten certain correspondence which he has respondence could in no manner be interpreted as expressing approval from a pro-fessional point of view; in fact the meaning intended to be conveyed was quite the

> The unsolicited comments which have been made to me concerning this situation by fellow members of my profession were not in commendation of his action

THE FLOOD OF A WATER MAIN. It Dispossesses a Family and Submerges Part of Harlem's West Shore.

If you were going homeward to Harlem yesterday morning you noticed, after the subway had popped out of ground at 122d street, that the streets under the subway structure were runspurted up from the cobblestones at 129th street. with most of the other passengers at negle probably would be closed. Manhattan street and peered over the architects be followed. This strong stand. Mucca baby and on thashaky ridge boards for the note a copy of the participation was the rest of the family watching the agreement. Mr. floor windowsills.

What had happened was this: A 36 inch was present. water main connecting the 179th street Mr. Lewis, who was called as the next

Conferences With Several Steamship Lines That Premise Decisions Soon. Conferences were held yesterday be-

ween the conference committee of the Atlantic Coas Samen's and Marine Atlantic Coas Samen's and Marine
Cooks and Firemen's unions at Pier 15.
East River, and the representatives of the United Fruit Company. Lamport John B. Stanthfield, counsel for Reich-East River, and the representatives of

Evident That Former President of Carnegle Trust Will Contend That if a False Report Was Made the Banking Department Was Not Deceived.

It was made plain yesterday that the defence of Joseph B. Reichmann to the negie Trust Company he made a false report to the State Banking Department! as to the Carnegie's financial condition which has resulted in the replacing of Mr.

La Farge by Ralph Adams Cram as consulting architect.

will be that whatever Reichmann did was on the advice of the lawyers of the company, with the approval of the directors. and within the knowledge of Chief Examiner Melvin Hutchins of the Banking Department, who not only was familian with the condition of the company but also had advised Mr. Reichmann as to the continuance or reduction of doubtful loans. It will be the contention of the defence that if a false report was made it would not have deceived the State Banking Department, as Mr. Hutchins was familiar with the contingent liabilities that to a participation agreement?"

"He did not."

"He did not."

"He did not."

"He did not."

"He did not." was familiar with the contingent liabilities of the company, of which the report said there were none. The District Attorney will try to show that the object of the report was not so much to fool the State Banking Department, but to deceive the public as to the true condition of the company, which was then very wabbly financially.

Robert B. Moorhead, who was secretary of the Carnegie Trust Company, was the first witness when the trial was resumed vesterday before Justice Davis in the Supreme Court, Criminal Branch. He testified that Reichmann had told him that Examiner Hutchins had informed him that the loan of \$130,000 by the Northreason for my refusing to accept the post- ern Bank, of which Joseph G. Robin was president, to the Carnegie Trust should be changed to a participation agreement in a loan of \$213,000 which the Carnegie Trust had made to Joseph Marcus. It was on the \$130,000 loan that City Chamberlain Hyde was indicted, but so far his name has not been mentioned in the pro-

> Mr. Moorhead said that on September 8 directors authorized Reichmann to borrow \$130,000 from the Northern Bank, were amended to make it appear that it had been a participation agreement The minutes of the meeting, Mr. Moorhead said, were prepared by the law department of the Carnegie Trust, and Lewis, counsel for the company, was present at most meetings. Mr. Moorhead said that he didn't have any conversation with Bank Examiner Hutchins, but Reichmann did. Reichmann had advised with the lawyers and the directors of the company and also the State Banking Department about the report, the witness said. and he was asked why the loan was changed to a participation agreement. "So that it could be carried in the report

as a participation agreement," he said. Then the witness said that Reichmann him to make the change, that the Banking Department ordered the change and that ning with water and that this water Hutchins had instructed him how to do it. Hutchins also had said that if the Then if you left the train loan was carried in the report the Car-

The Carnegie had given a demand note railing you saw on the side toward the to the Northern Bank for the \$130,000. Hudson River a little squatter's house and the next witness, William L. Brower in a triangular pocket of billboards at vice-president of the Northern Bank. the southwest corner of 129th street sai that he saw Reichmann about two Perched on the ridge pole of this house weeks after the note was made and was the Mucca family watching the that he gave the note to Reichmann. flood. Mother Mucca was holding the who tore it up. Brower got in exchange water, which was at a level with their first when he turned the note ovel to Reichmann Lawyer Lewis of the samegie

The exhibition is declaration for declaration of the declaration of th

said he did not know that the report which Reichmann signed said that the Carnegie didn't owe any borrowed money. Bank Examiner Hutchins told the jury that Reichmann telephoned to him on the morning of September 8 and asked him to come around to the Carnegie Trust offices that afternoon. When Hutchins got there Reichmann apologized to him for having sent for him Reichmann said he was having a little trouble, and he told Hütchins that he had sold part of the Marcus loan to the Carnegie bank for \$180,000 and he did not know how to carry it properly on the books. Hutchins said it was a simple matter and explained how it could be done so that it would show a net amount due the Carnegie on the Marcus loan. "Then Mr. Reichmann sent for Auditor Ball of the company." the witness said, "and told him that Mr. Hutchins said that it could be carried as a participation agreement. He did not refer to the transaction in any other way."

Hutchins said that he talked with Reichmann about other loans. He wanted to know if any new loans had been made, and Reichmann said there had not.

"Had you any knowledge of this loan by the Northern to the Carnegie?" As.

impossible to make reductions in these loans because the company had been compelled by the Banking Department to get rid of loans for about \$4,000,000 which were inherited from the Dickinson regime. But Hutchins said he had advised Reichmann not to make any more loans to the Cummins companies while the reserve was short as it was not a good way to build up the company by making loans to companies in which officials of the Carnegie were interested.

"I take it," said Mr. Stauchfield to the witness on cross-examination, "that you as collateral, he gave \$2,100,000 in money

Carnegie were interested.

"I take it," said Mr. Stanchfield to the witness on cross-examination, "that you have examined many banks and that it is not unusual or extraordinary for a bank to have less than the legal reserve?"

"It is not unusual," said Examiner Hutchins, who smiled with the court and the lawyers.

He said that he had need to loan the same amount a second time."

Mr. Carnegie said that this loan was made in December, 1909, and that in January, 1910, on these same steel bonds as colleteral, he gave \$2,100,000 in money and additional securities.

"That loen has not been a positive in the lawyers."

"The consender."

The consender.

examinations of the Carnegie in 1910. Referring to the \$130,000 loan he was asked if it would be a bad thing to have it disclosed that a bank borrowed money.
"It certainly would," he scid. He was asked if he he dearned that Reichmann was not banker. "I did not think he was," he

Do you recall that Reichmann said you that Robin had exacted a note

Hutchins said that he had made frequent examinations of the Nineteenth ward. Twelfth ward and Yan Norden Trust Company because of their close relations with the Carnegie. He said that he knew that many of the drafts of the so-called Cummins companies, which have figured in the trial, were held as assets by these banks. Mr. Whitman tried hard o keep out this testimony, but Mr. Stanchsigned said that the company had nothing This proved, Mr. Stanchfield contended that the Banking Department was no

deceived by the report.

The trial will be continued Monday.

DENIALS FROM CARNEGIE That He in Any Way Backed the Namesake Trust Company.

Before he went to Scotland Andrew Carnegie gave a deposition in behalf of actually denying it. James E. R. Carpenter, an architect, at 475 Fifth avenue, in a suit brought against him by the Superintendent of Banks in behalf of the Carnegie Trust Company 1910, the minutes of the meeting of to recover \$15,000 on a note found in the August 23, at which the Carnegie Trust trust company's vaults. The deposition was offered in evidence vesterday on the trial before Supreme Court Justice Lehman

The note was for \$18,500 and repreof stock in the trust company. The defendant had paid \$1,500 on the note. In Liston L: Lewis of the firm of Keener & his answer to the suit he admitted that he made the note, but says it was obtained a long distance wire he is at their counon the misrepresentation of William J. interested in the trust company and had made the trust company the execu- all of the jewelry is at their country place tor of his will. Cummins even showed . It was discovered yesterday that the him what were alleged to be Mr. Car- house of Mrs. Anna S. Linsley at 348 negie's strong boxes for securities in Clermont avenue was robbed last Mon- washtubs in her rooms at 2169 Third avethe trust company's vaults, Mr. Carpen- day. Mrs. Linsley went away on Sunday

that the note was executed and was morning. The house had been thorunpaid Mr. Carpenter was called to the oughly ransacked. Mrs. Linsley estimates six feet tail and wore dark clothes and a stand by his counsel. George Gordon her loss at \$1,000.

that the stock was cheap at \$165 a share and that it was paying 8 per cent dividends and could easily pay 12 if the directors so desired Mr. Carpenter still

connection with us is very close. He is right back of us. He has agreed to make the company his executor atter his death

Mr. Carnegie's deposition, taken on Pleasant

Company?"
"Never. I have heard that some of the quick collateral that was given for my ioan of a million to my friends was necessarily left with the Carnegie Trust Company in the trust department. I have been told that the stow and unavalende collateral was placed in the trust de, artement of a safe deposit company."

Mr. Carnegie was asked as to the amount of his loan, and he said that his secretary had informed him that while he had authorized two millions he didn't think the collateral offered was worth it, and only gave \$1.925,000.

BURGLARS AT MAXIM'S. They Ransack the Inventor's Home While

the Family Is Away. Hudson Maxim breathed a sigh of relief into the telephone receiver when informed that the burglars who ransacked his home at 698 St. Marks avenue, Brookivn, hadn't got away with anything but silver. There was not much silver to take, and no jewelry, so that Mrs.Maxim reckens her loss at less than \$100, and is just as happy as her husband. But it wasn't that that worried the inventor. His first thought was for his books and papers. Mrs. Maxim assured him that the burglars had taken no liberties with his library

What the burglars got next door, at 695, is still a matter of conjecture as the owner, Winchester Noyes, is in Huntington, L. I., with his family. Both houses are three story and basement gray stone field insisted that it showed Hutchins dwellings and both were entered from the roof. The scuttles were jimmied off. In Mr. Noves's home the burglars were able to light up and search without fear of detection, for his house had been boarded!

got a shock when they stumbled on the howitzers and other warfike furniture in the main half of Mr. Maxim's home. It has been said that the arrangement of weapons was a burglar trap, but Mrs. Maxim laughs at the suggestion without

Mrs. Maxim discovered the burglary at noon year-day. She had returned to Brooklyn to get some papers and found he house turned upside down. As Mr. Maxim had paid a similar visit a few days ago she at first attached no importance to the disorder, thinking, as she puts it, 'that it was merely a man's way with things." But when she reached the second floor and found jewel cases, silver cases and drawers strewn all over the sented the purchase price of 100 shares place she decided that it was a case for the She called Police Headquarters and detertives got to work.

Then Mrs. Maxim got her husband on try home on Lake Hopatcong and told They Are in Bad Shape in Harlem Hospihim that his library hadn't even been consulted. Nearly all of the silver and night and she found a jimmied parlor After the plaintiff had offered proof window when sie returned on Tuesday

Truck and Threaten His Wife.

Strikers and their friends attacked hung off and Cummins then invited him a boss truckman on Eleventh avenue for a while, tried various chairs and down to see the company's vaults. Then Cummins pointed out a large section he said Mr. Carnegie used "Did you ask what was Mr. Carnegie's connection with the company?" asked Mr. Battle.

Then be see the company's vaults. Then to appear to a white, tried various chairs and she had never been served with an order to appear. Shamroth defeating seemed to forget all about gas meters, to appear, Shamroth defeating of the court by repeatedly defaulting procuring orders for stays without notice tent on engine into a hole in the pavement she went to the door the man stopped and then attacked their employer's wife her. Then the girl screamed. The man stopped when she came down town to see her. Yes, and he said. 'Mr Carnegie's husband. Three out of the crowd were in the face with her open hand. He threw

Mr Carnegie's deposition, taken on May 19 at his home, was then offered walked out yesterday morning. Brand sort of a bitter liquid down her throat. He said that he was a man of large means, says he doesn't know the nature of their Mrs. Apple heard her daughter scream estal har he was a man of large means, says he doesn't know the nature of their orth at least several millions.

"Had you in January or July, 1910, add on hand yesterday was the moving to the door of her room the big man proceedings before a referee City Court

"I was never inside the doors of the Carnegie Trust Company?"

"Never. I have heard that some of the Carnegie Trust Company?"

"Never. I have heard that some of the Carnegie Trust Company?"

"Never. I have heard that some of the Carnegie Trust Company?"

"Never. I have heard that some of the Carnegie Trust Company?"

"Never. I have heard that some of the Carnegie Trust Carnegie I have heard that some of the trucks and drove on.

TWO GIRLS STILL HELD. Efforts of Lawyer for Prisoners in Stokes Case Aren't Successful.

Ethel Conrad and Lillian Graham, the two young women who shot W. E. D. Stokes on June 7, spent another night in jail despite the efforts of their counsel. Jail despite the efforts of their counsel. Clark L. Jordan, to get some one with \$10,000. Mr. Jordan brought Raffaele Marrazzi of 498 East 118th street to the District Attorney's office yesterday to quantly as bondsman. He was rejected when he offered real estate. Marrazzi returned within a few hours and offered personal property, stocks and bonds, which he said wore worth over \$20,000. He was again rejected. No bondsman had shown up when the bond department closed at 5 o clock. There is no likelihood.

had shown up when the bond department closed at 5 o'clock. There is no likelihood that bail will be fixed in any higher sum and if a bondsman satisfactory to the District Attorney can be found the young women will leave the Tombs to-day.

Magistrate Freschi went to the men's night court last night prepared to take bail for the two young women, but Lawyer Jordan said that his bondsmen had not arrived. The Magistrate watted for an hour and a half and went away saying that he might return later on. that he micht return later on

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MOTHER AND DAUGHTER SAY A MAN DRUGGED THEM.

tal The Men of the Family Can't See

nue vesterday afternoon when the bell inspector walked in. According to Annie, who is 22 years bld, the man was about cap. He came into the kitchen where she was working and sat down. Then Cummins, the witness said, told him STRIKERS' DAY OF MISCHIEF, she says he asked her who else was in the apartment. She told him that her mother, Mrs. Marie Apple was asleep in a bedroom adjoining the kitchen.

when she came down town to see her jumped at her and Annie says she hit him her across a tub, she says, and choked Sophie The employer was Meyer Brand of 384 her. As she opened her mouth to scream

Williamsburg, was killed yesterday afternoon at Bushwick avenue and Moore street by an automobile truck of the Reid Ice Cream Company of Brookiyn in charge of William Banford of 389 Halsey street. According to eyewitnesses the boy teased a horse that was standing by the curb and when the jumped into the

THE THOS. J. STEWART CO. B'way cor. 46th St. N. Y. Phone 3893 Bryant Erie cor. 5th Sts., Jersey City. Phone 155 STORAGE WAREHOUSE & MOVING YANS



LAWYER SHAMROTH ACCUSED Of Fraud and Deceit and of Seeking to Oppose Court Orders. The Appellate Division yesterday

ordered a referee to take testimony and

report on an application by the grievance

committee of the Bar Association to punish Charles Shamroth, a lawyer, for

Chrystie, who had tendered \$450 for rem

to the lessor of a house and it had bee refused. Shamroth, as her attorne told her that it would be necessary

told her that it would be necessary to deposit the \$450 with the City Chamberlain. She gave him the money and learned that it had not been deposited. Shamroth admitted that he got its money, but said the City Chamberlain wouldn't accept it, and he was pressed for money and made use of it himself. He said he paid back all except a small sum which he retained for his services, and that Mrs. Chrystie executed a release for the full amount.

Another complaint against Shamroi was made by Adam K. Stricker, a lawyer who said that as counsel for a witness in

supplementary proceedings who say she had never been served with an ord-to appear. Shamroth defeated the order

and retnedies. Shamroth denied the

property and she was ordered to appear She claimed that some one else wa

Shapiro said his wife

Shapiro, wife of Isaac Shapir

for the full amount.

That Anything Was Stolen, but the Apartment Was Considerably Upset. Annie Apple was bending over the rang and a man who said he was a gas

The man walked around the kitchen

Boy Killed by Auto Truck.

Morris Langer, 13 years old, whose parents live at 173 McKitblin street. mal kicked at him he jumped int roadway in front of the auto truck

CARPET CLEANSING

FIFTH AVENUE PRESBYTERIAN CHURCH REV. THOMAS PHILLIPS, M. A.,

f Bioomsbury Central Bantist Church he Preacher of the Word's Baptist ermon in Philadelphia, will preach. CENTRAL PRESBYTERIAN CHIRCH.
Acet 57th St. between Broadway and the Mer.
WILTON MERLE SMITH, D. D. Passor,
Dr. MERLE SMITH preaches at 11 A. M.
NO EVENING SERVICE.
ALL WELCOME.

Keener, master of Davis House. Funeral service in Edith Memorial Lawrence (ille School, Monda, mark 25, at 9.20. Interment at Barrisback

TROTT - Drawned in Late Minnetonia

June 12, John Clinton Trott age 100 fee

corner Clark st and Monroe

of Warren E. Trott. Funeral service Saturday, June 24 (het

UNDERTAKERS.

FRANK E CAM PRELL, 241-243 W. 234 St. Chapers Ambulance Service. Tel. 124 Challet

RELIGIOUS NOTICES.

England, on Friday, June 8 1907, do not seldest son of Frederick and the late Mark Reed Sturges. Funeral services with the Students of England Lastbour 8 at half past 2 on Monday, June 25 Jane

STI RGES .- After a short thress at

Services divins le dimanche à 10½ h. Rev. A.V.